



Express Mailing Label No. EV 565665034 US

PATENT APPLICATION  
Docket No. 16096.5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

is application of )  
)  
Khemani et al. )  
)  
Serial No. 10/087,256 ) Art Unit  
) 1711  
Confirmation No. 4244 )  
)  
Filed: March 1, 2002 )  
)  
For: BIODEGRADABLE POLYMER BLENDS FOR )  
USE IN MAKING FILMS, SHEETS AND OTHER )  
ARTICLES OF MANUFACTURE )  
)  
Examiner: Ana Lucrecia Woodward )  
)  
Customer No.: 022913 )

TERMINAL DISCLAIMER

Assistant Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Declarant, John M. Guynn, represents that he is the Attorney of Record for BIOTEC BIOLOGISCHE NATERVERPACKUNGEN GMBH & CO. KG ("Biotec"), a corporation of Germany, having a principal place of business at Werner-Heinsenbergr-Sr. 32, Emmerich, Germany 46446, desires to secure the entire right, title and interest in said invention., and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of Biotec. Declarant further represents that Biotec is the assignee of the entire interest, as shown by the Assignment recorded at reel 13362, frame 921, in the records of the U.S. Patent and Trademark

04/08/2005 AHQND AF1 00000027 10087256

02 FC:1814

130.00 OP

Office, of the above-identified application and also of U.S. Patent No. 6,573,340 (which issued from U.S. application Serial No. 09/648,471) and copending U.S. application Serial No. 10/087,718, filed March 1, 2002. Declarant hereby further certifies that the Assignment has been reviewed by him, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of U. S. Patent 6,573,340 and any patent that may issue from U.S. Serial No. 10/087,718, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U. S. Patent 6,573,340 and to any patent that may issue from US Serial No. 10/087,718, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

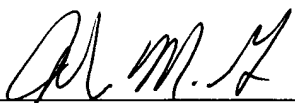
The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of U. S. Patent 6,573,340 and any patent that may issue from US Serial No. 10/087,718 in the event that U. S. Patent 6,573,340 and any patent that may issue from US Serial No. 10/087,718 later: (a) expire(s) for failure to pay a maintenance fee, is/are held unenforceable, is found invalid, is/are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has/have all claims cancelled by a reexamination certificate; or (c) is/are otherwise terminated prior to the expiration of its/their statutory terms as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

DATED this 6<sup>th</sup> day of April 2005.

BIOTEC BIOLOGISCHE NATERVER-  
PACKUNGEN GMBH & CO. KG

By:

  
\_\_\_\_\_  
JOHN M. GYNN  
Attorney for Applicant  
Registration No. 36,153  
WORKMAN NYDEGGER  
(801) 533-9800

JMG:mla

W:\16096\5\MLA0000003494V001.DOC